Memorandum

Agenda Item No. 8(F)(1)(B)



Date:

September 4, 2007

To:

Honorable Chairman Bruno A. Barreiro

And Members, Board of County Commissioners

From:

George M. Burgess

County Manager

Subject:

Acquisition of 1.88 acres of land containing a single family residence, located at 18400

S. W. 248th Street, Miami-Dade County, for the Park and Recreation Department

Redland Fruit and Spice Park Expansion Project.

RECOMMENDATION:

It is recommended that the Board of County Commissioners approve the attached Sale and Purchase Contract to acquire 1.88 acres of land containing a single family residence, for the amount of \$500,000, for the Redland Fruit and Spice Park Expansion Project. This item was prepared by General Services Administration at the request of the Park and Recreation (Parks) Department.

OWNER:

Gordon Summers and Helene K. Summers

TAX FOLIO NUMBER:

30-6825-000-0160

SIZE:

1.88 Acres

LOCATION:

18400 S. W. 248th Street

Unincorporated Miami-Dade County

COMMISSION DISTRICT:

8

COMMISSION DISTRICT:

IMPACTED:

Countywide

ZONING:

AU Agricultural. The proposed use is permitted under the current land use plan; as a result, a Governmental Facilities hearing will not be required for this acquisition. Should the Parks Department elect to modify the existing use of the addition and incorporate it into a new general plan for the existing park, they will be required to proceed with the public hearing process pursuant to Section 33-303 of the Miami-Dade County Code. The existing Redland Fruit and Spice Park is designated as a Special Use Park. The property is located within Commission District 8 and outside the Urban Development Boundary (UDB).

In accordance with Miami-Dade County's Comprehensive Development Master Plan (CDMP), Recreation and Open Space Element Policy 5 Biv., "In areas outside the Urban Development Boundary (UDB) but inside the Urban Expansion Area (UEA) or contiguous to the UDB, the County may acquire and 'bank' land for future use as recreational open space."

Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners Page 2

ENVIRONMENTAL: An environmental site assessment has been prepared by the Department

of Environmental Resources Management (DERM) and no evidence of

contamination or violations have been sited in the report.

TAXES: The Miami-Dade County Tax Collector shows no outstanding taxes for

this property. The gross real estate taxes for 2006 were \$1,466.48 and

were paid in full.

TRACK RECORD: The Department of Business Development has no record on file for

Gordon Summers or Helene K. Summers.

PURCHASE PRICE: After extended negotiations, and several offers and counter offers, the

property owner agreed to sell the property at the County's appraised

value of \$500,000.

APPRAISED VALUE: A state-certified independent appraiser hired by the County valued the

property at \$500,000. Pursuant to Chapter 125.355 Florida Statutes, only one appraisal is required for property acquisitions of \$500,000 or less.

JUSTIFICATION: The existing Redland Fruit and Spice Park, which encompasses

approximately 32 acres, is owned and operated by the Parks Department and is the only tropical botanical garden of its kind in the United States. The Redland Fruit and Spice Park is located at 18500 SW 248 Street and is well-known for its more than 500 varieties of exotic and subtropical fruit and nut species, herb trees and shrubs. The park operates daily and is a very active facility that hosts a number of festivals each year that introduce new and unusual fruits and vegetables to the South Florida market. The park offers classes and tours as well as expert gardening and botanical advice. The facility has its own store where a variety of items and books are sold. Also located on the property is a coral rock building constructed in 1912, one of the original coral rock buildings constructed in South Florida.

Miami-Dade County's growing population and tourist interest in South Florida has created a demand for the expansion of the park. The operation is in need of additional space to expand agricultural propagation of the plants and to create additional working areas.

The acquisition of the property will allow the Park and Recreation Department to utilize the site as a garden center where public horticulture activities will take place. The existing house will be maintained for garden classes, plant distribution, horticultural and community meetings and serve as a demonstration project for landscape improvement and canopy expansion. The expanded services to the park will provide the Redland community and surrounding areas with a facility that will enhance public enjoyment.

Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners Page 3

FUNDING SOURCES:

The acquisition of the expansion property for Redland Fruit and Spice Park is funded in Project #30-Redland Fruit and Spice Park Improvements code #72696 of the Building Better Communities General

Obligation Bond Program.

MONITOR:

Shannon Clark, Real Estate Officer

Assistant County Manager



TO:

Honorable Chairman Bruno A. Barreiro

DATE:

September 4, 2007

and Members, Board of County Commissioners

FROM:

R. A. Cuevas, Jr. County Attorney

SUBJECT.

Agenda Item No. 8(F)(1)(B)

1104	se note any nems enecked.
	"4-Day Rule" ("3-Day Rule" for committees) applicable if raised
	6 weeks required between first reading and public hearing
	4 weeks notification to municipal officials required prior to public hearing
	Decreases revenues or increases expenditures without balancing budge
	Budget required
	Statement of fiscal impact required
	Bid waiver requiring County Manager's written recommendation
	Ordinance creating a new board requires detailed County Manager's report for public hearing
	Housekeeping item (no policy decision required)
	No committee review

Approved	Mayor	Agenda Item No.	8(F)(1)(B)
Veto		09-04-07	
Override			

RESOLUTION NO).

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR SALE AND PURCHASE, IN THE AMOUNT OF \$500,000, BETWEEN GORDON SUMMERS AND HELENE K. SUMMERS, AS SELLER, AND MIAMI-DADE COUNTY, AS BUYER OF APPROXIMATELY 1.88-ACRES OF IMPROVED PROPERTY LOCATED AT 18400 SW 248 STREET FOR THE PURPOSE OF EXPANDING THE REDLAND FRUIT AND SPICE PARK; AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves a Contract for Sale and Purchase between Gordon Summers and Helene K. Summers as seller and Miami-Dade County as buyer of 1.88 acres of land, including a single family residence, located at 18400 SW 248th Street for the purchase price of \$500,000.00, for the purpose of expanding Redland Fruit and Spice Park; authorizing the County Mayor or his designee to execute the same for and on behalf of Miami-Dade County; and authorizing the County Mayor or his designee to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

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Bruno A. Barreiro, Chairman Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz Carlos A. Gimenez Joe A. Martinez Dorrin D. Rolle Katy Sorenson

Sen. Javier D. Souto

Audrey M. Edmonson

Sally A. Heyman Dennis C. Moss Natacha Seijas Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of September, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:______ Deputy Clerk

Approved by County Attorney as to form and legal sufficiency.

Thomas Goldstein

CONTRACT FOR SALE AND PURCHASE

Project: Fruit & Spice Park Expansion

Folio No: 30-6825-000-0160

This Contract for Sale and Purchase is entered into as of the day of , 2007 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "Buyer" and Gordon Summers and Helene K. Summers, whose address is 18400 SW 248th Street, Miami, Florida 33031, hereinafter referred to as "Seller."

WITNESSETH, that for and in consideration of the mutual covenants contained herein, the Buyer and Seller agree as follows:

- 1. REALTY. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller that certain real property, located in Miami-Dade County, Florida, which real property is legally and more specifically described in Exhibit A, hereto and incorporated herein by this reference, together with all tenements, hereditaments, privileges, servitudes, and other rights appurtenant to real property, if any (collectively, the "Real Property"), and all buildings, fixtures, and other improvements thereon, if any, all fill and top soil thereon, if any, all oil, gas and mineral rights possessed by Seller, if any, and all right, title and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights-of-way, appurtenant to the Real Property, if any, and all right, title and interest of Seller in and to any and all covenants, restrictions, agreements and riparian rights as same may apply to and benefit the Real Property, if any.
- 2. PURCHASE PRICE. Buyer agrees to pay a purchase price for the real property of \$500,000.00 (Five Hundred Thousand Dollars and 00/100), by County check or wire transfer of U.S. funds. The purchase price shall be adjusted according to the net acreage as determined by the final survey as referred to in Paragraph 7 herein, and exclusive of any dedicated rights-of-way located, thereon. The purchase price to be paid at closing shall be subject to other adjustments and prorations provided for herein and will be paid at closing by County check for the Property referenced above.
- 3. INTEREST CONVEYED. Seller is the record owner of the fee simple title to the subject Property and agrees to convey good, marketable and insurable title by Warranty Deed.
- 4. AD VALOREM TAXES. Buyer hereby covenants that it is a political subdivision of the State of Florida and is exempt from payment of ad valorem taxes. Therefore, it shall be Seller's responsibility to comply with Section 196.295, Florida Statutes by placing the appropriate amount of pro rata taxes to the day of closing and any delinquent taxes in escrow with the Miami-Dade County Tax Collector.
- 5. TITLE INSURANCE. Buyer may, at its expense, within fifteen (15) business days of the effective date of this Contract, obtain a marketable title insurance commitment and furnish a copy to the Seller. Said commitment shall show a good, marketable and insurable title to the Property in the Seller's name. Buyer shall have ten (10) business days from receipt of title commitment to inspect said title documents and report defects, if any, in writing to the Seller. Buyer may at Buyer's expense obtain an owner's marketable title insurance policy (ALTA Form

"B") from a title insurance company licensed by the State of Florida ("Title Company") in the amount of the purchase price. In addition, the policy shall insure title to the Real Property for the period between closing and recording of the Statutory Warranty Deed. If the title commitment shows title to the Property to be unmarketable and uninsurable, then this Contract shall be rendered null and void and both Buyer and Seller shall be released of all obligations hereunder, except that Buyer may waive any defects and proceed with closing at Buyer's option.

6. INSPECTIONS/HAZARDOUS MATERIALS. Buyer shall, at Buyers sole cost and expense and at least thirty (30) days from the effective date of this Contract, furnish to Seller an environmental site assessment of the Property. The Buyer shall obtain a Letter of Current Enforcement Status of the Property by the Miami-Dade County Department of Environmental Resources Management (DERM) and conduct a review of the environmental site assessment as required or recommended by DERM to determine the existence and extent, if any, of hazardous materials or toxic substances and hazardous waste on the Property in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction. The term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste, it shall also include solid waste or debris of any kind. Should such inspections show defects to the Property, including the presence of hazardous material and/or excessive development cost, which Buyer is unable or unwilling to accept, Buyer may elect to terminate its processing of this Contract by giving Sellers written notice prior to the expiration of the Inspection Period, whereupon both Buyer and Sellers shall be released from all further obligations hereunder, except those which expressly survive the termination hereof, unless Sellers in Sellers' sole discretion elect in writing to repair such defects to Buyer's satisfaction. If Sellers agree to repair such defects by Closing or unwilling to repair such defects to Buyer's satisfaction, Buyer may waive all such defects and proceed to closing at Buyers option without adjustment to the Purchase Price such option to be exercised in writing within fifteen (15) days of Sellers' notice to Buyer that they are unable or unwilling to repair such defects. If Buyer does not waive such defects, this Contract shall terminate as above set forth. If the Letter of Current Enforcement Status or subsequent testing confirms the presence of hazardous materials or toxic substances and hazardous waste on the Real Property, Buyer or Seller may elect to terminate this Contract within fifteen (15) days of receipt of such Letter or testing reports by giving written notice to the other party, whereupon both Buyer and Sellers shall be released from all further obligations hereunder, except those which expressly survive the termination hereof. Should Buyer and Seller elect not to terminate this Contract and proceed with Closing, Seller shall, at Seller's sole cost and expense, promptly and diligently commence and complete any and all assessments and clean ups and monitoring of the Real Property necessary to obtain full compliance with any and all applicable governmental restrictions.

7. SURVEY. Seller, at Seller's sole cost and expense and not less than 30 days prior to closing, deliver to Buyer, a current, certified boundary survey of the Property prepared by a professional land surveyor licensed by the State of Florida. The survey shall be certified to the Buyer, the Title Company and the Seller. The date of certification shall be within sixty (60) days before the Closing date, unless this sixty (60) day time period is waived by Buyer and by the Title Company for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owners' title policy. The survey shall contain a certification of the number of square feet and calculated acreage contained in the

Real Property, less any dedicated right of way thereon. If the survey shows any encroachment on the Real Property or that any improvements on the Real Property encroach on the land of others, the same shall be regarded as a title defect. The legal description in the survey shall be subject to Seller's and Buyer's approval.

- 8. RIGHT TO ENTER REAL PROPERTY. Seller agrees that Buyer and its agents shall, upon reasonable notice, have the right to enter the Real Property for all lawful and agreed upon purposes in connection with this transaction provided the Buyer shall indemnify and hold Seller harmless for damage or injury caused by Buyer and its agents subject to all limitations of Section 768.28, Florida Statutes. Buyer shall not in the course of such entry make any invasive tests, alterations or improvements to the balance of the parent tract owned by Seller, except with the express written consent of Seller. Buyer hereby agrees to indemnify, protect and hold harmless Seller from and against any and all claims, demands, losses, costs, damages to the balance of the parent tract. If Closing does not occur, Buyer shall repair and restore the Property to the condition existing prior to any test or construction on the site.
- 9. TENANCIES. Seller further warrants and represents that no person is living on or occupying the Property, that there is no tenant in possession of the Property and that there are no leases or other agreements and understandings affecting possession, use or occupancy of the Property, other than the restrictive use covenant recorded against the Property.
- 10. PRORATIONS: In addition to proration of taxes as provided in Paragraph 4 above, expenses for electricity, water, sewer, waste collection, and personal property taxes, if any and all revenue if any shall be prorated to the day prior to closing.
- 11. LIENS. All liens of record, including certified municipal and county liens, as well as special assessments, if any, shall be paid in full at or before closing by the Seller. If a pending lien has been filed against the subject Property which has not been certified as of the date of closing, and the work and improvements for which the lien was filed have been completed prior to the closing, despite the fact that the pending lien has not been certified, such lien shall be paid by the Seller.
- 12. CLOSING. The closing of this transaction shall be completed within forty-five (45) days of the Effective Date of this contract unless otherwise extended, as mutually agreed upon by both Buyer and Seller or as otherwise provided herein. The precise date, time, and place of closing shall be set by Buyer and Seller.
- 13. TIME. Buyer and Seller mutually agree to fully and timely execute such papers as deemed necessary to complete the conveyance in accordance with the terms of this contract. Time is of the essence of this Contract. All obligations are subject to Acts of God or Nature or any other occurrence, which is beyond the control of Seller or Buyer.
- 14. BROKERS. Any and all real estate fees of commissions claimed due pursuant to this transaction to any real estate broker or agent shall be paid by the Seller. Sellers shall hold Buyer harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, including reasonable attorney's fees, based on real estate commissions claimed

due pursuant to this transaction to any real estate broker or real estate agent.

- 15. EXPENSES. Seller shall be responsible for recording fees on the Warranty Deed. Seller shall be responsible for the payment of Florida Documentary Stamp Taxes and Miami-Dade County Surtax on the Warranty Deed.
 - 16. LOSS. All risk of loss to the Property shall be borne by Seller until transfer of title.
- 17. ACCESS. Seller warrants and represents that there is legal ingress and egress to the Real Property being purchased under this contract.
- 18. POSSESSION. Seller shall deliver possession of the Property and keys to all locks, if any, to the Buyer at closing.
- 19. DEFAULT. If either party defaults under this Contract, then the other party may waive the default and proceed with closing without adjustment to the purchase price, in which event any and all claims with respect to such default shall be deemed extinguished, or either party may seek specific performance. In no event shall either party be liable for any damages (actual, special consequential, punitive or otherwise) for any default under this Contract.
- 20. LITIGATION. In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party upon final court judgment, including appellate proceedings.
- 21. DISCLOSURE. Seller warrants that there are no facts which materially and adversely affect the physical condition and present use of the Real Property which have not been disclosed by Seller to Buyer or which are not readily observable to Buyer or which Buyer cannot discover during customary due diligence.
- 22. SUCCESSORS IN INTEREST. This Contract will ensure to the benefit of and be binding upon, and is intended solely for the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns; and no third party will have any rights, privileges or other beneficial interests herein or hereunder.
- 23. GOVERNING LAW. This Contract is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Contract; proper venue thereof will be in Miami-Dade County.
- 24. INVALID PROVISIONS. In the event any term or provision of this Contract is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby, but will be valid and remain in force and effect, provided that the inoperative provision (s) are not essential to the interpretation or performance of this Contract in accordance with the clear intent of the parties.
- 25. RECORDING. This Contract or notice thereof may be recorded by Buyer in the minutes of the Clerk of the Board of County Commissioners Miami-Dade County, Florida, but

shall not be recorded in the official public records of the Clerk of the Court of Miami-Dade County, Florida.

- 26. ASSIGNMENT. Neither this Contract nor any interest therein shall be assigned by Buyer or Seller without the express written consent of each other.
- 27. ENTIRE AGREEMENT. This Contract contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto.
- 28. EFFECTIVENESS. The effectiveness of this Contract is contingent upon approval by the Miami-Dade County Board of County Commissioners ("Board"), as well as public hearing approval pursuant to Section 33-303 of the Code of Miami-Dade County, if applicable, and provided no motion to reconsider such approval is made at the next regularly scheduled meeting of said Board. If a motion to reconsider approval hereof is made within such time, then the Effective Date hereof shall be the date of the next regularly scheduled meeting of the Board, at which next regularly scheduled meeting, provided a motion to reconsider has been filed, the Board shall reconsider its prior approval hereof; provided further, however, that such initial Board approval or subsequent reconsideration and approval ratification shall not be effective until the earlier of; a) the date the Mayor of Miami-Dade County indicates approval of such Commission action; or b) the lapse of ten (10) days without the Mayor's veto (the "Effective Date"). In the event that the Mayor vetoes the Board approval, the Board approval shall not be effective in the absence of an override of the Mayor's veto that shall be at the next regularly scheduled meeting of the Board after the veto occurs, in which case such override date shall be the Effective Date. The actions of the Commission and the Mayor in connection with the award or rejection of any contract rests within their sole discretion. If not vetoed, the contract shall become effective in accordance with Resolution No. R-377-04. The date of such approval of the Contract by Buyer, as set forth above is the Effective Date of this Contract.

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in the building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit.

NOTICE. All communications regarding this transaction shall be directed to: as to Buyer:

Shannon Clark Real Estate Officer- GSA 111 NW 1st Street, Suite 2460 Miami, Florida 33128

as to Seller:

Gordon Summers and

Helene K. Summers 18400 SW 248th Street Miami, Florida 33031

IN WITNESS WHEREOF, the Buyer and Seller have duly executed this Contract as of the day and year above written.

	BUYEK:
ATTEST:	MIAMI-DADE COUNTY
	·
By:	By:
Clerk	County Manager
	Date:
	SELLER:
	SELLER.
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Witness 0	
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3	Date: 3-31-07
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Witness	
CARLOS GROSSO	
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Approved as to form	
and legal sufficiency.	
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Assistant County Attorney

STATE OF	FLORIDA	X.	
COUNTY OF	IAKT.		_

I HEREBY CERTIFY, that on this 3/57 day of MARCH., 2007, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared GORDON SOMMERS and HELENE K. SOMMERS personally known to me, or proven, by producing the following identification: VALID FL. LEEUSES. to be the persons who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at Hr. DORA, in the County and State aforesaid, on this, the 3151 day of MARCH., 2007.

STR. ASIA

RUBEN D. GUZMAN

Notary Public, State of Florida

My comm. expires Oct. 04, 2009

No. DD471010

Tempo (SEAL)
Notary Public

RUBEN D-GORNAN

Print Name

NOTARY SEAL / STAMP

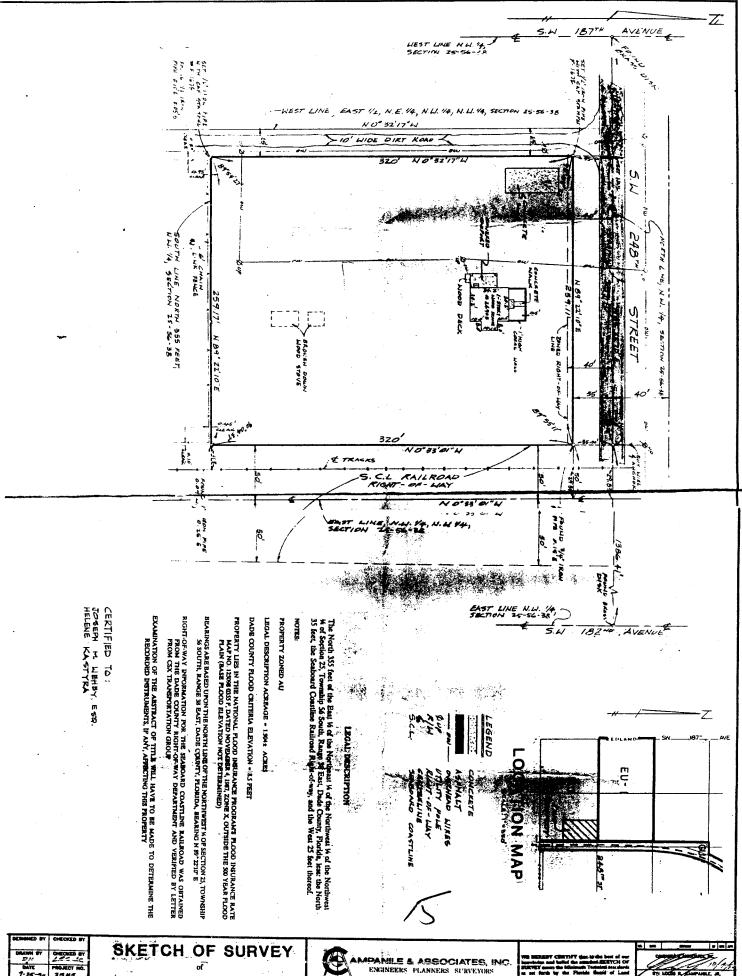
Notary Public, State of FORIDA

My Commission expires LAKE. /05/04/2009

EXHIBIT "A"Legal Description

The North 355 feet of the East ½ of the Northeast ¼ of the Northwest ¼ of the Northwest ¼, less the North 35 feet and less the S.A.F. Railway Right of Way, and less the West 25 feet for Road Right of Way, in Section 25, Township 56 South, Range 38 East lying and being in Miami-Dade County, Florida.

Parcel Identification Number: 30-6825-000-0160



PROJECT NO. 2545

Range 38 East, Dede County, Florida.



My Home

₹₹₹₽₽₽₽® ACTIVE TOOL: SELECT:



antimititation

Show Me:

Property Information

Search By:

Select Item



Property Appraiser Tax Estimator

Summary Details:

Folio No.: 30-6825-000-0160 roperty Mailing GORDON SUMMERS &W Address: HELENE K 18400 SW 248 ST MIAMI FL

3303<u>1-185</u>6 Property Information:

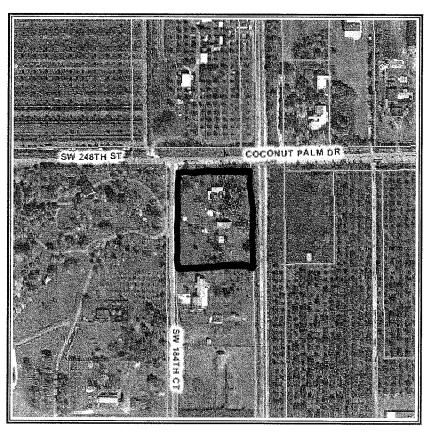
Troperty information.			
Primary Zone:	9000 AGRICULTURE		
CLUC:	0001 RESIDENTIAL- SINGLE FAMILY		
Beds/Baths:	2/1		
Floors:	1		
Living Units:	1		
Adj Sq Footage:	1,236		
Lot Size:	2 ACRES		
Year Built:	1928		
Legal Description:	25 56 38 1.88 AC M/L N355FT OF E1/2 OF NE1/4 OF NW1/4 OF NW1/4 LESS N35FT & LESS S A F R/W & LESS W25FT FOR R/W LOT SIZE IRREGULAR OR 20744-4921 092002 4		

Sale Information:

Sale O/R:	14839-1842
Sale Date:	12/1990
Sale Amount:	\$107,500

Assessment Information:

Assessment information.			
Year:	2006	2005	
Land Value:	\$300,800	\$150,400	
Building Value:	\$70,971	\$55,620	
Market Value:	\$371,771	\$206,020	
Assessed Value:	\$74,525	\$72,355	
Homestead Exemption:	\$25,000	\$25,000	
Total Exemptions:	\$25,000	\$25,000	
Taxable Value:	\$49,525	\$47,355	



Digital Orthophotography - 2006

0 4324 132 ft

We appreciate your feedback, please take a minute to complete our survey.

My Home | Property Information | Property Taxes | My Neighborhood | Property Appraiser

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If you experience technical difficulties with the Property Information application, please click here to let us know.

E-mail your comments, questions and suggestions to Webmaster

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Property Boundary

Selected Property

Street

Highway

Miami-Dad County

Water





MIAMI-DADE COUNTY PARK AND RECREATION DEPARTMENT REDLAND FRUIT & SPICE PARK ADDITIONS

